IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.22 OF 2006
IN
SUIT NO.2673 OF 2005

Citycorp Finance (India) Limited ...Plaintiff.
V/s.
Jagir Singh Taneja & Anr. ...Defendants.

Mr.Mannadiar i/b Mannadiar & Co. for the Plaintiff.
Ms.S.V.Kher i/b S.S.Dube for the Defendant No.1.

CORAM: S.J.VAZIFDAR, J.
**DATED: 3RD OCTOBER, 2006.**

**P.C.:**

1. This notice of motion is thoroughly misconceived.

2. The Plaintiff had lent and advanced moneys to Defendant No.2 for the purchase of a bus. Defendant No.2 having defaulted, according to the Plaintiff, the Plaintiff took the forcible possession of the bus. Thereafter, according to the Plaintiff, Defendant No.1 paid the entire dues of the Plaintiff so far as the suit transaction is concerned.

3. In view of the above, the Plaintiff has filed the suit as an interpleader suit. By the present notice of motion, the Plaintiff has sought an order restraining

the Defendants from taking any proceedings against the plaintiff in respect of the said vehicle. The Plaintiff has also sought an order directing the Defendants or either of them to take possession or custody of the said vehicle and to pay the Plaintiff cost, charges and expenses incurred by the Plaintiff for preserving and protecting the said vehicle. In the alternative, the Plaintiff has sought an order allowing him to place the vehicle in the custody of the Court by handing over the same to the Court Receiver.

4. Defendant No.1 has filed a suit for damages against the Plaintiff. There is no warrant for staying that suit. No ground for staying the same has been made out. Such an order is not warranted merely because the Plaintiff’s claim is satisfied by the first Defendant. The claim for damages, if well founded, is entitled to be proceeded with.

5. Defendant No.1 has categorically stated that he does not wish to take delivery or the possession of the said vehicle. Defendant No.1 makes this statement at his risk as to the consequence thereto. Defendant No.2 is absent. The Plaintiff refuses to pay the cost of the Court Receiver.

6. In the circumstances, there is no warrant for permitting the Plaintiff to hand over the possession of the said vehicle to the Court Receiver. The Plaintiff shall be entitled to deal with vehicle as it pleases.

7. In the circumstances, the Notice of Motion is dismissed.